

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

NEWCO CAPITAL GROUP, LLC,

Plaintiff,

v.

RAPIDCASH SOLUTIONS LLC,

Defendant.

Civ. No.: 24-cv-04798-LAK

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DOC #:
DATE FILED: 07/28/2025

ORDER OF DEFAULT JUDGMENT

Now, upon Defendant RapidCash Solutions LLC (“Defendant”) having failed to plead or otherwise defend in this action and its default having been entered, and upon the application of Plaintiff Newco Capital Group, LLC (“Plaintiff”), and affidavits that Defendant is not an infant or incompetent person or a person in the military services of the United States,

It is hereby **ORDERED, ADJUDGED** and **DECREED** as follows:

1. This Court has jurisdiction over the parties hereto and over the subject matter in issue, and venue is proper in this District.

2. Judgment is hereby entered in favor of Plaintiff and against Defendant on each of Plaintiff’s causes of action asserted in the First Amended Complaint (the “FAC”) filed in this action (ECF No. 13).

3. Defendant, its employees, agents, officers, ~~directors~~, attorneys, ~~successors~~, ~~affiliates, subsidiaries, distributors, resellers and assigns~~, and all of those in active concert and participation with any of the foregoing persons and entities who receive actual notice of the Court's order by personal service or otherwise, are permanently enjoined from:

- a. manufacturing, distributing, marketing, advertising, promoting, displaying, performing, or selling or authorizing any third party to manufacture, distribute,

market, advertise, promote, display, perform, or sell the Works and any products, works, or other materials that include, copy, are derived from, or otherwise embody the Works as defined in the FAC; and

- b. aiding, assisting, or abetting any other individual or entity in doing any act prohibited by sub-paragraph (a).

~~4. Defendant is ordered to provide an accounting of profits attributable to Defendant's infringing conduct, including Defendant's profits from sales and any other exploitation of the Works, and any products, works, or other materials that include, copy, are derived from, or otherwise embody the Works.~~

5. Defendant is ordered to destroy or deliver up for destruction all materials in Defendant's possession, custody, or control used by Defendant in connection with Defendant's infringing conduct, including without limitation all remaining products and works that embody any reproduction or other copy or colorable imitation of the Works, as well as all means for manufacturing them.

6. Defendant is ordered to, at its own expense, recall the Works from any distributors, retailers, vendors, or others that have distributed the Works on Defendant's behalf, and any products, works, or other materials that include, copy, are derived from, or otherwise embody the Works, and that Defendant be ordered to destroy or deliver up for destruction all materials returned to it.

7. Plaintiff is awarded the following:

- a. statutory damages pursuant to 17 U.S.C. § 504(c) in the amount of ~~\$150,000~~ ^{\$20,000} per infringed copyright, for each of three copyrights, totaling statutory damages in the amount of ~~\$450,000~~ ^{\$60,000}

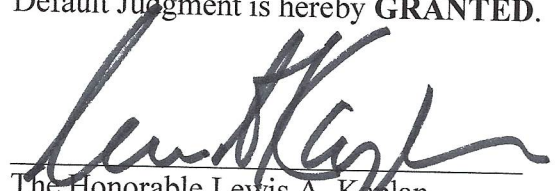
- b. Plaintiff's reasonable attorneys' fees and costs pursuant to 17 U.S.C. § 505; and

c. all fees, expenses, and costs associated with this action.

8. Defendant and its affiliates, officers, agents, employees, attorneys, and all other persons acting in concert with Defendant are permanently enjoined from infringing Plaintiff's registered copyrights, including, *inter alia*, publishing the Works or any variations thereof on any website.

IT IS, on the 28 day of July 2025, ORDERED that Plaintiff's Motion for Default Judgment is hereby GRANTED.

The Clerk shall close
the case. *lis*


The Honorable Lewis A. Kaplan
United States District Judge